

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 of 9	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE August 13, 2001		4. REQUISITION/PURCHASE REQ. NO	
				5. PROJECT NO. (If applicable) MCAS Camp Pendleton, CA	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD., SUITE 4950 FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL: STUART STOVALL / DESC-FPB sstovall@desc.dla.mil PHONE: 703-767-9339 FAX: 703-767-9338		SCO600		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) BIDDER CODE: CAGE CODE:				9a. AMENDMENT OF SOLICITATION NO. SP0600-01-R-0083	
				X 9b. DATED (SEE ITEM 11) July 11, 2001	
				10a. MODIFICATION OF CONTRACT/ORDER NO.	
				10b. DATED (SEE ITEM 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<p>[XXX] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [XXX] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.</p> <p>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF THE PARTIES					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor [] is not, [XXX] is required to sign this document and return <u> 1 </u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <p>A) The attached pages include a summary of changes to the Performance Work Statement (PWS), offeror's questions and government responses and new PWS pages. All are hereby incorporated into the above referenced solicitation.</p> <p>B) Remove PWS pages 1, 4, 12, 30, 31, and 35 dated 06/28/01 and replace with PWS pages 1, 4, 12, 30, 31 and 35 dated 8/10/01.</p> <p>C) All other terms and conditions remain unchanged.</p> <p>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>					
		16A. NAME OF CONTRACTING OFFICER BRIAN DeLONG			
15B. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	
				16C. DATE SIGNED	

**SUMMARY OF CHANGES TO
Performance Work Statement (PWS)
SP0600-01-R-0083
Amendment 2
MCAS Camp Pendleton, CA**

Changes to the Performance Work Statement:

Section C-1.1, General Description, Page 1. Note minor changes to the descriptive name of the base and a generalization of "fuel servicing equipment." The second paragraph has been changed to provide the Contractor more flexibility regarding the installation of portable/prefabricated building(s).

Figure 1, Hours of Operation, Page 4. Note minor changes regarding Reserve unit weekend training and the note indicating the Contract will be responsible for scheduling and providing support.

Figure 14: Quality Surveillance Sampling, Page 12. Note changes to the notes indicating that samples are submitted to the fuels laboratory, but that the Contractor performs visual samples.

Section C-3.2.7, Mobile/Prefabricated Building(s), Page 30. Note changes regarding the functions to be housed in the Contractor provided structure and the requirement that the Contractor make the physical connection to power, cable, etc.

Appendix A, Government Furnished Facilities, Page 35. Note the deletion of the 8' X 12' office in building 23185 and the addition of the small storage shed within the truck parking area.

Response to Contractor questions

COMMENT. Will the defueling portion of the contract follow the same hours as the fueling portion of the contract?

RESPONSE. Defuel operation will be for the same hours as refueling. See Figure 1 of the PWS.

COMMENT. What wage determinations are currently used for the positions to be filled under the Performance Work Statement? Most specifically for the personnel hired to drive the trucks and fuel the aircraft.

RESPONSE. The current wage determination under contract SP0600-98-D-5818 is 1994-2057 (Rev.24) dated 01/10/2001. It is the offeror responsibility to determine which wage classification they are proposing to use for this location based on the work required by the PWS. The following website lists the directory of occupations for the labor categories used in the wage determination.

<http://www.dol.gov/dol/esa/public/regs/compliance/whd/wage/main.htm>

COMMENT. Will the defueling require a separate truck or can the same truck be used to fuel and defuel?

RESPONSE. The most recent guidance from MCAS Camp Pendleton indicates they will require a separate or stand-alone defuel truck as outline in Section C-3.2.3 of the PWS.

COMMENT. It was discussed at the site visit that a second temporary/portable building will be required to be provided by the contractor in this solicitation. Will the Government provide and perform the necessary hook-ups for phones, power, network access, and mount an antennae for the base radio?

RESPONSE. It is our understanding that the base will provide the appropriate feed lines, hook-up points, etc. Power connections already exist; the antenna is already mounted on building 23185. It was also our understanding that the contractor must make the physical connection and install

COMMENT. What is the disposition of any fuel that is defueled?

RESPONSE. Product within the defueler will be tested when it has to be emptied. Specification product will be returned to the bulk storage system. The base has never experienced an off specification batch of but, but states they (the base) will provide for a means of disposal should it occure.

COMMENT. The previous contract award price per month?

RESPONSE. The current contract award price per month was \$ 43,350.00 awarded on Jan 14, 1998.

COMMENT. The previous contract was for 24 hours a day 7 days a week. This contract is asking for 5 days a week with on call capabilities within 2 hours of call, is that correct?

RESPONSE. The previous (current) contract has much the same language as the current solicitation. "Normal" duty hours are 0700-1800 Monday and Friday and 0700-0100 Tuesday thru Thursday. The field is normally closed weekends and holidays. However, the Contractor shall be capable of providing support 24 hours per day, 365 days per year.

COMMENT. I personally know that reserve flight units and pilots have to keep up the same minimums as the active, and are used quite a bit on their drill weekends. Does the contractor need to be concerned about the Reserve two weekends a month?

RESPONSE. Yes, the Contractor provides fuel support for the Reserve weekends.

COMMENT. Does the Reserve unit fuel his or her own aircraft on their drill weekends, or does the contractor?

RESPONSE. As noted above, the Contractor supports the Reserve units.

COMMENT. Can a Fuel driver be used for a dispatcher for after hours? Manning for after hours, weekends, and holidays on this contract need a dispatcher along with a fuel driver when needed or called?

RESPONSE. As noted in Figure 1, Hours of Operation, manning during normal work hours requires the presents of a dispatcher and a person working aircraft refueling operations, a driver. For other than normal hour, the driver will log his/her own run data and input to FAS made during the next duty day.

C-1.0 GENERAL

C-1.1 General Description

This Performance Work Statement (PWS) is established to identify Contractor responsibility to furnish, maintain, and operate mobile fuel servicing equipment for the support of aircraft assigned to and as may transit, deploy to, or exercise from **Marine Corps Air Station (MCAS) Camp Pendleton (Munn Field), CA**, hereafter referred to as **MCAS Camp Pendleton**. It also establishes the Contractor's responsibility to operate Government fuel facilities and equipment to the extent necessary to connect Contractor owned and operated fuel servicing equipment to and operate the truck fillstand to receive product or to a system receipt header to return product to storage.

The MCAS Camp Pendleton fuel facility is a compact system consisting of 4 aboveground 1300-barrel jet fuel tanks supplied by commercial tank truck and an eight position direct refueling system all of which are operated by the Government. Contractor facilities will consist solely of Contractor provided prefabricated building(s)/trailer(s), which will be used to house all Contractor functions, i.e., site management, dispatch, the drivers ready area, and a storage area.

C-1.2 Mission

MCAS Camp Pendleton is a pilot training activity and serves as a range launch point. In support of this mission, the Contractor shall be responsible for the following management functions.

- ✓ Fuel services (issue) of aviation fuels to aircraft via mobile refueler.
- ✓ Fuel services (defuels) of aviation fuels to aircraft via mobile refuelers/defuelers.
- ✓ Operation of and input to the Fuels Automated System (FAS) and maintenance of FAS modules applicable to the Contractor furnished equipment
- ✓ Quality surveillance in the form of visual examination of samples taken during equipment inspections and the submission of samples to the Government operated fuel laboratory.
- ✓ Fuel accounting and administrative functions as they apply to the issue and defuel of petroleum products and submission of documentation to the Government operated fuel accounting office.
- ✓ All associated inspections, preventive maintenance (PM), and operator maintenance applicable to the contractors equipment and documentation of all inspections, PM, and repair actions.

The above as it applies to the issue/defuel of jet fuel to units assigned to or as may transit, deploy to, or take part in exercises at MCAS Camp Pendleton shall be the Contractors responsibility.

C-1.3 Contract Performance

The Contractor shall perform the tasks identified herein and achieve the performance standards for each task. The Contractor shall, as outlined in [Section C-1.4](#), submit performance based plans that demonstrate the Contractor is capable of meeting all performance standards outlined and shall comply with all applicable Federal, state, and local laws, DOD regulations, and station guidelines. Except as may be specified herein, the Contractor shall be responsible for obtaining computer access to or obtain copies of all Federal and state laws, regulations, codes, and commercial/civil guidelines, including changes thereto, that may be required in performance of this contract.

As outlined in Section I, Clause I102.04, Drug-Free Workplace, in Contractor shall endeavor to maintain a drug-free workplace through the implementation of the steps outlined within the aforementioned reference.

In addition to the documentation generated under the Quality Surveillance Program (QSP), [Appendix G](#), the Government may perform customer satisfaction surveys, which may be used as part of the assessment of contract performance. The COR has the option to increase the frequency of surveys to address contract compliance issues as needed.

C-1.7 Personnel Staffing Objectives

The Contractor shall provide sufficient staffing to accomplish all truck refueling and defuel operations and other tasks identified in [Section C-2.0](#). The Contractor's staffing objectives shall be flexible and capable of meeting the demands of multiple aircraft servicing operations via mobile refuelers/defuelers. I The Contractor shall not schedule drivers to work in excess of the rules established by *49 CFR Part 395, Hours of Service of Drivers*.

C-1.8 Normal Workday Operations

Normal airfield operating hours for MCAS Camp Pendleton are 0700 to 1800 Monday and Friday and 0700 to 0100 Tuesday through Thursday. The airfield is normally closed on weekends and holidays; however, see [Figure 1](#) regarding USMC Reserve weekend flight operations. The Contractor shall provide immediate aircraft fuel services support for the aforementioned hours within the response times established in [Section C-2.2.2](#); however, the Contractor shall maintain the capability to provide fuel support and respond to servicing demands anytime, 24 hours per day, 365 days per year. Offers shall include all labor associated with these operations in the price for the appropriate Contract Line Item Number (CLIN). Work that is considered outside of normal operations, i.e., the servicing of aircraft outside normal duty hours deemed necessary by the local command, unscheduled exercises, or real time contingencies will be reimbursable as outlined in [Section C-4.3](#). The Government will reimburse the contractor only for approved augmentation worked by "service employees." Essential personnel as listed in [Section C-1.10](#) are a part of the Contractor's Management Team and shall not be considered "service employees" as defined by Section I, Clause I100, Service Contract Act of 1965, as amended.

NOTE

As used above, "maintain the capability," should not be construed to mean or imply a requirement for full time staffing outside normal duty hours.

Figure 1 lists the functions to be performed by the Contractor and the hours they shall be manned. Tasks associated with a given function, will normally be accomplished within the hours specified. Empty cells indicate that a function is not normally manned for the days indicated by the column heading.

Figure 1: Hours of Operations

Function	Monday & Friday	Tuesday thru Thursday	Saturday	Sunday/Holidays
Aircraft Refueling Operations ⁽¹⁾	0700-1800	0700-0100		
Aircraft Defueling Operations ⁽¹⁾	0700-1800	0700-0100		
Fuel Dispatch Center ⁽¹⁾	0700-0100	0700-0100		

(1) Notification of USMC Reserve weekend requirements published in the airfield brief sheet, a copy of which is provided to contract fuels. Normally, reserve unit HMLA 775 drills two weekends per month. For the most part notification of training, work schedules, and support requirements are dependent on the management relation between the Contractor and Reserve unit. The Contractor is responsible for keeping abreast of specific Reserve requirements and scheduling/ providing the fuel support required.

C-1.9 Personnel Qualifications

The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance standards and comply with all applicable Federal and state laws, regulations, and code. All employees shall be able to read and understand English (be literate) to the extent they can read and understand regulations, detailed written orders, operating procedures, and training instructions and materials. Employees shall be capable of performing basic numeric operations (addition, subtraction, multiplication, and division) and writing in English to compose reports that convey complete thoughts.

C-1.9.1 Essential Personnel

As outlined in Section L, Clause L2.31, a resume shall be submitted for essential personnel, the Corporate Executive Officer, the Site Manager, and the Assistant Site Manager (full or part time).

C-2.10.1 Sampling

The Contractor shall take all samples, i.e., visuals, daily Type "C" from trucks, and those as may be directed by the COR. All samples requiring analysis shall be delivered to the MCAS Camp Pendleton fuel laboratory for testing. Sampling shall be taken in accordance with the API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, Manual Sampling of Petroleum and Petroleum Products as may be supplemented by local instructions. Local instructions will dictate the location of samples to be taken, the frequency, and quantity applicable to MCAS Camp Pendleton.

C-2.10.2 Testing

The Contractor shall conduct visual testing of all product samples taken during fuel servicing equipment inspections and submitted samples as specified by MIL-STD-3004 and NAVAIR 80T-109 to the fuel laboratory for testing.

Figure 14: Quality Surveillance Sampling

Quality Surveillance Sampling and Testing							
Total Samples ⁽¹⁾		Total Tests ⁽²⁾					
		Visual ⁽³⁾	API Gravity	Particulate	AEL Water	Flash Point	FSII
Jet Fuel	1000	1000	0	0	0	0	0

(1) Estimated number of samples for the first fiscal year of the contract.

(2) Tests most commonly performed on the various samples drawn and submitted to the fuel laboratory.

(3) Visual tests by the Contractor include the inspection for particulate matter, free water, color, and appearance.

C-2.10.3 Record Keeping and Reports

The Contractor shall maintain a sample log system (manual or computer based). The log shall reflecting the date and time the sample was taken, the type of sample, and the test results. A log of samples requiring more extensive testing, i.e., to whom a sample is sent, the sample size, and the tests required shall also be kept. A copy of all test results provided by outside sources, including correlation testing, shall be maintained on file.

The Contractor shall establish and maintain a filling system relevant to quality surveillance records and maintain all such records in a neat, orderly manner. Historical product quality surveillance records shall be kept on file for the duration of the contract and be made available to the Government on request. All quality surveillance records and logs are the property of the Government.

❑ Workload Projection

- ✓ One hundred percent receipt sampling, weekly Type "C" sampling of trucks and filter systems, and monthly correlation, and the timely transport of samples to the fuel laboratory.
- ✓ One hundred percent record entry for all required samples.

◇ Requirement:

- ✓ Quality of all petroleum products received, stored and issued meet specification requirements.
- ✓ Quality of all petroleum products is verified as suitable for their intended use.
- ✓ Records and petroleum samples are maintained to resolve quality concerns.
- ✓ The COR shall be notified immediately of any suspected fuel quality issues prior to further movement.
- ✓ A receipt sample shall be properly marked as to product, source, and date and stored as a retention sample.

C-3.2.7 Mobile/Prefabricated Building(s)

The Contractor shall provide mobile/prefabricated building(s) sized to the Contractor's need for office, dispatch, maintenance, and storage space. The structure(s) provided shall, as mutually agreed upon prior to contract start-up, be wired (electric), and have telephone and local area network (LAN) cabling installed. The structure(s) provided shall be complete (all windows, doors, and fixtures in good working order). Structure(s) shall be properly supported, leveled, and the appropriate trim, flashing, and stairs installed on set-up. Any installed structures shall not detract from local surroundings, buildings, and landscaping. The Contractor must make physical connection to Government installed/provided cable ends/junctions.

C-3.3 Records, Inspections and Disposition of Property

The Contractor shall maintain records, submit to inspections, and dispose of property as follows:

C-3.3.1 Records

The Contractor shall keep maintenance records on all fuel servicing equipment provided. Such records shall contain a complete description, of the truck, tractor, and cargo tank provided, and a copy of cargo tank certification and any applicable inspection documents as may be required by federal, state, and local vehicle code. A complete maintenance history relevant to the Contractor's possession of the vehicle shall also be provided. All records shall be available to the Government for the duration of the contract.

C-3.3.2 Inspections

As outlined in Section E, Clause E29, four (4) work days prior to the contract start date or a date mutually agreed upon by all parties, the Contractor shall have all equipment, supplies and goods specified herein available on-site for inspection by the Government. The expense of making such property available for inspection shall be borne by the Contractor. A vehicle identification worksheet, Appendix X, shall be completed for each vehicle provided. Copies of the worksheets shall be provided to the contracting activity and the post-award inspection team leader on the first day of the equipment inspection.

An incumbent shall be capable of emptying, gas freeing, and disassembling selected equipment/components on request.

First time Contractors shall have all fuel delivery vehicles gas-freed for inspection and shall be capable of disassembling such equipment or components thereof, on request.

Property deemed unacceptable by the Government shall be repaired, modified as required to meet specifications, or replaced at the Contractor's expense prior to commencement of the contract or on a date mutually agreed to and documented by the COR, NAVPETOFF and DESC within the post award inspection report. Failure by the Contractor to make remedy by the established dates shall result in a formal cure notice. Failure to meet dates established by the cure notice shall constitute grounds for termination/default.

C-3.3.3 Disposition of Property

Contractor furnished property identified herein shall be used solely in the performance of the work defined in [Section C-2.0](#). Vehicles and property removed prior to the completion of the contract, removed because it is not capable of performing its designated function, or becomes of safety/fire hazards, shall be removed and replaced at the Contractor's expense. In any case, the lack of serviceable vehicles shall not excuse the Contractor from performing the tasks defined in [Section C-2.0](#). The Contractor shall not store equipment in excess of the contract requirements on Government property. On termination of the contract, all equipment shall be removed from Government property within 30 days. Thereafter, the Contractor shall be charged the prevailing commercial storage rate for each piece of equipment kept on Government property.

C-3.4 Other Equipment and Supplies

The following classes of supplies, materials, and services shall be provided by the Contractor. The Contractor shall adhere to all Federal, state, and local laws, rules, code, and regulations applicable to the purchase, transport, use, storage, and disposition of any hazardous materials that may be required to fulfill the conditions of this contract.

Radios: See [Appendix B](#) regarding Government-furnished radios.

Telephone Services: The Contractor shall provide all commercial telephone services (voice, facsimile, or data,) and equipment required and necessary to conduct company business. See [Appendix B](#) regarding Government-furnished telephones services.

First-Aid Supplies and Equipment: The Contractor shall provide a two-person first aid kit for each manned work center, i.e., refueling, storage, direct fuel servicing, etc. Collocated work centers, storage and the laboratory for instance, will be required to have only a single first aid kit.

Administrative Supplies and Equipment: The Contractor shall provide all administrative supplies and equipment necessary and required to undertake the administrative and records keeping functions relevant to the contract. The Contractor shall not use Government office equipment, i.e., computers and copy machines, not specifically provided for under the terms of the contract.

Janitorial/Housekeeping Supplies, Equipment, and Services: The Contractor shall provide all janitorial and housekeeping equipment and supplies to maintain the cleanliness and sanitation of building and facilities used and occupied by contract personnel. Janitorial services may be sub-contracted.

Tools: The Contractor shall provide all hand/power tools, test/measurement/calibration devices, and powered/non-powered equipment required and necessary to inspect, test, calibrate, maintain, and repair Contractor furnished vehicles and components thereof. Tools needed to maintain Government facilities and equipment to the extent required herein shall also be provided.

Spares and Consumables for Contractor Furnished Equipment: The Contractor shall provide all spares, replacement parts, and components required and necessary to maintain and repair Contractor furnished vehicles and equipment.

C-3.5 Uniforms

All contract personnel, including site managers, shall wear a distinctive company uniform in performance of their duties. Pursuant to US Department of Labor wage determinations, the Contractor shall provide seasonal uniforms consisting of a shirt and pants or coveralls, a matching seasonal jacket/coat, and a matching baseball type cap (not to be worn on the flightline). Except for distinctive management dress shirts, all contract personnel shall be provided and wear the same type, style, and design of uniform. All shirts, coveralls, jackets, coats, and caps shall be emblazoned with a readily identifiable company name or logo. Laundry services or compensation for such services shall also be provided. Uniforms material blends equivalent to the Navy work dungarees (65/35 polyester/cotton) or the Marine Corps fatigue uniform (50/50 polyester/cotton), are acceptable. Static producing synthetic materials such as nylon, polyester, Dacron, rayon and banlon, or blends thereof, and silks, shall not be provided or worn as a uniform.

The Contractor shall provide all personnel safety equipment including safety shoes, safety glasses, sound suppression devices, and gloves. If applicable, other identifiable special safety equipment for specific operation, i.e., cranial protection, fire retardant overalls, and test equipment for the monitoring of oxygen deficient or explosive atmospheres in confined spaces shall also be furnished by the Contractor.

Appendix A: Government Furnished Facilities

GOVERNMENT FACILITIES: The following is a list of Government facilities and components thereof that will be put under the care and control of the Contractor. It includes items that must be monitored, inspected, or requires preventive maintenance as specified throughout this PWS. It is an approximate list to be validated and updated as outline in [Section C-2.17](#).

[illegible]

(1). Provide a complete and accurate description of the system components.

(2) Use an empty parentheses () to indicate unknown factors, i.e., facility numbers, make/manufacture, GPM or PSI ratings, etc.